



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dent DPW	A	Contract Number	
County Department Department of Public Works			Dept. TRA	Orgn. TRA	Contractor's License No.		
County Department Contract Representative Holly Effiom			Telephone 387-8263		Total Contract Amount Not to exceed \$500,000		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: BOS-approved pre-authorized limit							
Commodity Code		Contract Start Date 12/01/04	Contract End Date 12/31/06	Original Amount \$500,000	Amendment Amount		
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.	Amount \$500,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Debris Erosion and Sediment Control Svcs			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D		
			04/05	\$500,000	—	—	
			05/06	\$500,000	—	—	
Contract Type – 1							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and
Name

Pacific Restoration Group, Inc. hereinafter called Contractor
Address
P.O. Box 77038
Corona, CA 92877-0101
Phone 951-734-9809/951-734-9812F Federal ID No. or Social Security No. 33-0581671

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County is required to maintain the county road system and drainage facilities; and

WHEREAS, the County has need of Debris, Erosion, and Sediment Control Services for the maintenance of said roads and facilities; and

WHEREAS, Contractor supplies Debris, Erosion, and Sediment Control Services which meet County specifications at a competitive price; and

WHEREAS, the County desires that such services be provided by the Contractor and the Contractor agrees to provide Debris, Erosion, and Sediment Control Services as set forth below under the Scope of Work, Section III; and

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WHEREAS, the Contractor is aware that the County reserves the right to award contracts to multiple vendors or no particular vendor, as it deems to be in the best interest of the County:

NOW THEREFORE, the Contractor and the County mutually agree to the following terms and conditions:

<i>Auditor/Controller-Recorder Use Only</i>	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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I. COUNTY RESPONSIBILITIES

A. The County of San Bernardino ("County") is responsible:

1. To monitor and evaluate the performance of all Board of Supervisor approved Contractors in the execution of the terms of this Contract, and in meeting the quality and effectiveness of services and materials provided, based upon criteria set either by the County and/or delineated by this Contract.
2. To provide the Contractor with a central point of contact to facilitate the terms of the Contract. Central point of contact:

**Department of Public Works
Transportation Operations
Attn: Holly Effiom
825 East Third Street, Room 120
San Bernardino, California 92415-0835
(909) 387-8263**

3. To fax a Request for Bid form to all Contractors authorized to provide the service required for specific jobs as the need arises. The Request for Bid form will:
 - a. Identify the requesting County employee by name and position title.
 - b. Give specifications for the job being bid.
 - c. Give the time and location for the work to be performed.
 - d. Specify the bid submission deadline, date and time.
 - e. Give a fax number and/or an e-mail address to which to respond.
4. To select the bid that best meets the overall need of the County, as stated in the Request for Bid, and notify all bidders, via fax, of the Contractor and bid amount selected within 5 working days of the bid submission deadline referred to under Section I, 3d. NOTE: Conditions other than price are important and will be taken into account when necessary.
5. To contact the selected Contractor to confirm award.

B. The County reserves the right:

1. To select the next acceptable bidder conveniently located to a job site until the County's requirements are met, if the preceding Contractor is unable to provide the service as needed.
2. To postpone jobs if in the best interest of the County.
3. To reject services that do not meet job specifications.
4. To cancel award of bid, prior to performance of service, if County requirements change.
5. To dismiss a Contractor from a project or cancel the bid in the event the Contractor does not perform service in a satisfactory manner.
6. To invoice Contractor for all costs incurred by the County for Contractor's incorrect, late, or non-performance of obligations under an accepted job assignment. These costs may be offset from any amounts due the Contractor under this Agreement or otherwise.
7. To negotiate or solicit competitive proposals from any company on new technology, products and services as they become available and of application or economic benefit as determined by the County.
8. To accept bids any time during the next twelve (12) month period from vendors currently under contract and not currently under contract.

I. CONTRACTOR RESPONSIBILITIES

A.

Pacific Restoration Group, Inc.

("Contractor") is responsible:

Vendor Name

1. For adherence to all requirements of this Contract and the Request for Proposal (RFP) from which this agreement resulted.
2. For maintaining a current fax telephone number with the County. **Failure to do so may result in the loss of bid opportunities on jobs.**
3. To provide the County with a name and telephone number of a single point of contact for questions regarding services. Contractor must supply the County with an emergency 24-hour contact and telephone number.
4. To notify the County in writing, of any change in mailing address within ten (10) business days of the change.
5. To provide the County with the names, titles and signatures of all employees authorized to sign Requests for Bids, **without whose signature no response to a Request for Bid will be valid.**
6. To bid or decline the right to bid within the required time frame specified in the Request for Bid, upon receipt of faxed or e-mailed Request for Bid form from the County. **Failure to respond in the required time frame is considered a "Non-Responsive" bid.**
7. To provide bid in the format specified in the Request for Bid and with the signature of an authorized signer (referred to in Section II, A4). The bid price must include all labor, equipment, and supplies required to perform Contractor obligations under an accepted job assignment.
8. To warrant all services provided for one (1) year.
9. To provide the County with the following completed and signed items along with the signed contract (checklist):

Debris, Erosion, and Sediment Control Service Schedules (APPENDIX A)

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Current Insurance Certifications (as per Sec V, B)

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- B. Contractor reserves the right to cancel this contract, for any reason, with a sixty (60) day written notice of cancellation.

II. SCOPE OF WORK

Debris, Erosion, and Sediment Control Services, for the purpose of this RFP, includes the clearing, removal and disposal of debris of any type and the placement and installation of products to prevent erosion and/or displacement of sediment onto County roads and into flood control facilities.

In the event of emergencies rapid mobilization is required.

A. Debris Control Services include, but are not limited to:

1. Debris removal

Debris removal may include the possible screening and separation of the debris; the removal of large rock and boulders; pumping water, mud, and other organic materials from basins, stream beds, channels, culverts, etc.; and the use of various types of heavy equipment;

2. Tree removal and stump grinding;

3. Disposal of debris or other materials

Disposal may include chipping debris and transporting the waste to landfills, including all associated hauling costs and fees.

B. Erosion and Sediment Control Services include, but are not limited to:

1. Slope stabilization;

2. Installation of barriers;

3. Cleaning of culverts, drains, pipes, etc.;

4. Repair of damage which may include bridges, cement work, asphalt work, road and flood control facilities.

APPENDIX A specifies the type of services and service areas contractor shall bid as jobs are scheduled.

Service Requirements

A. The price bid at the time the job is scheduled for performance shall include all labor, equipment, services, materials and supplies, and permits required to perform Contractor obligations under an accepted job assignment.

B. All equipment shall be of good commercial quality, in good working order, and meet CAL-OSHA safety, and insurance certification requirements; vehicle code and air quality regulations, and is subject to County approval.

C. All equipment shall arrive at jobsite: safety inspected, in good working order and ready to perform.

D. Contractor's employees, agents, or representatives, charged with performing Contractor obligations under an accepted job assignment must be trained in their assigned tasks and in the operation and safe handling of the required equipment. Contractor shall obtain and maintain all permits and licenses applicable to the work being performed. Work performed for the County shall be in a good and workmanlike manner, subject to the reasonable satisfaction of the County, and subject to the provisions herein.

E. Contractor's employees, agents, or representatives must wear safety and protective gear according to CAL-OSHA standards and any applicable laws.

F. Contractors shall be responsible for all required traffic control, including, but not limited to: signs; flagging; arrow/message boards; equipment crossings; and supervision of Contractor's personnel.

G. Contractors shall be responsible for any required notification of Underground Service Alert of Southern California (USA).

III. FISCAL AND PROGRAM PROVISIONS

A. Contract Term

1. This Contract is effective from December 1, 2004 to December 31, 2006.
2. The County reserves the right to negotiate an extension of the contract for up to one (1) additional year, or terminate the contract earlier, in accordance with provisions of Section V, A7 of this contract, solely within its discretion.
3. Any contract extensions are at the mutual consent of the parties and are subject to Board of Supervisor approval and may possibly require release of a Request for Proposal.

B. Contract Amount

1. The amount of this Contract shall not exceed \$500,000.
2. The County reserves the right to accept or reject any or all bids if the County determines it is in its own best interest to do so. The County will notify all Contractors, in writing, if all bids are rejected.
3. Conditions other than price are important and will be taken into account when necessary. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

C. Debris, Erosion, and Sediment Control services and areas governed by and for the term of this Contract are defined in APPENDIX A.

D. The Process

1. The County shall fax a Request for Bid to only Contractors as projects are scheduled for performance, and schedule a job walk, as needed.
2. Contractors shall submit bid responses before the deadline noted on the Request for Bid.
3. Bids may be submitted as follows:
 - a. Facsimile to the contact person specified on the Request for Bid.
 - b. Submitted personally to the contact person specified on the Request for Bid.
4. A Bid Acceptance form shall be faxed to the successful bidder.
5. The successful bidder shall sign the Bid Acceptance and submit it to the contact noted on the Acceptance within twenty-four (24) hours, unless otherwise directed.
6. A Bid Summary will be faxed to all participating Contractors on the bid.

E. Payment Terms

1. Invoices shall be submitted in the appropriate format to:

**Department of Public Works
Attn: Administrative Services
825 East Third Street, Room 117
San Bernardino, California 92415-0835**

2. For settlement, an invoice must include the following information:
 - a. The name of Contractor and complete remittance address.
 - b. The contract number, bid number, LV, PR, or Purchase Order number.
 - c. A unique numbered identifier (invoice number).
 - d. An itemized list of services and dates of work performed.

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- e. Signed supporting tickets.
 3. Payment terms shall be net 30 days, upon receipt of invoice, however prompt payment cash discount terms will be accepted if available. No late penalties shall be charged or paid on payments that exceed the net 30-day minimum.

IV. GENERAL AGREEMENT TERMS

A. Contract Requirements

1. Representation of the County. In the performance of this Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
2. Release of Information. No news press releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County.
3. Contractor Primary Contact. The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to County inquiries within twenty-four (24) hours. Contractor shall not change the primary point of contact without written acknowledgement to the County.
4. Subcontracting. Contractor shall not enter into any subcontracting agreements for work contemplated under this Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payment of any subcontractor's contract.

The Contractor shall act as the single principal for all service in this contract. This requires a single point of contact representing the Contractor.

5. Agreement Assignability. The agreement is not assignable by Contractor either in whole or in part without the prior written consent of the County.
6. Agreement Amendments. The Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when written, executed and attached to the original Contract and approved by the required persons at the County.
7. Termination for Convenience. The County for its convenience may terminate this Contract in whole or in part upon seven (7) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.
8. Participation Clause. The County desires that other Department of Public Works Divisions, Special Districts, Municipalities, School Districts, and other Tax Exempt Districts within the County of San Bernardino requiring Debris, Erosion, and Sediment Control Services, may at their option and through the County Purchasing Agent, avail themselves of the Agreement. Upon notice, in writing, the Contractor shall extend the terms of this Agreement with such governmental bodies as though they have been expressly identified in this Agreement, with the provision that:
 - a. Such a governmental body does not have and will not have in force any other contract for like purchases.
 - b. Such a governmental body does not have under consideration for award any other bids or quotations for like purchases.
 - c. The County will not be liable for any such purchases made between the Contractor and the governmental body that avail themselves of this Agreement.

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9. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section V, B1, INDEMNIFICATION. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against the County concerning this Contract shall be solely the Contractor's expense and shall not be charged as a cost under this Contract.
 10. Venue. The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County. The performance of this Agreement shall be enforced under California law.
 11. Jury Trial Waiver. The Contractor and County hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against County or County against Contractor on any matter arising out of, or in any way connected with this Agreement, the relationship of Contractor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
 12. Licenses and Permits. Contractor shall ensure that it has all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules and regulations, including Air Quality Management District rulings. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of this Agreement.
 13. Labor Laws. The Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding; the employment of apprentices; minimum and prevailing wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.
 14. County Equal Employment Opportunity Program. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
 15. Notification Regarding Performance. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify the County immediately via telephone, and in writing within one (1) working day.
 16. Conflict of Interest. Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
 17. Former County Officials. Contractor must provide information on former County of San Bernardino Administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This information should also

include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

18. Inaccuracies or Misrepresentations. If during the course of the administration of this Agreement, the County determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

19. Improper Consideration. Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any Contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. Damage to County Property, Facilities, Buildings, or Grounds. The Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County.

21. Air, Water Pollution Control, Safety and Health. Contractor shall comply with all air pollution control; water pollution, Safety and Health Ordinances and statutes, which apply to the work performed pursuant to this contract, including any requirements, specified in state government codes.

22. Drug and Alcohol-Free Workplace. In recognition of individual rights to work in a safe, healthful and productive work place; as a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for Default or Breach of this Agreement and any other Agreement the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with this clause.

23. Severability, Validity, Waivers. If any portion or provision of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of the Agreement shall remain in effect.

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time or from time to time any provision of this agreement shall not be construed as a waiver thereof. The remedies herein reserved to the County shall be cumulative and additional to any other remedies in law or in equity.

24. Default for Insolvency. The County may immediately cancel a resulting agreement for default in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether he/she has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
- The filing of a voluntary petition to have the Contractor declared bankrupt;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of an assignment for the benefit of its creditors.

The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

B. Indemnification and Insurance Requirements

1. Indemnification. The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. Insurance. Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:
 - a. ***Workers' Compensation*** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under

the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. ***Comprehensive General and Automobile Liability Insurance*** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. Additional Named Insured. All policies, except for the Workers' Compensation, shall contain additional endorsements naming the County and San Bernardino County Flood Control District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. Waiver of Subrogation Rights. The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.
5. Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Proof of Coverage. The Contractor shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
7. Insurance Review. The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. The County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery

of services provided under this contract. Contractor shall give full cooperation, in any auditing or monitoring conducted.

2. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.
3. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
4. Contractor records that are not pertinent to the program shall not be subject to audit unless provided for in another agreement.
5. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
6. Independent Audit Provisions:

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

V. CONCLUSION

- A. This Contract incorporates by reference the terms of Request for Proposal Debris, Erosion, and Sediment Control Services DPW0402, and the proposal submitted by the Contractor.
- B. This Contract, consisting of fifteen (15) pages, including Appendix A, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- C. The signatures of the parties affixed to this contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the Board of Supervisors of The County of San Bernardino has caused this Agreement to be subscribed to by the Clerk thereof, and the Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

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COUNTY OF SAN BERNARDINO

? _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of
Supervisors of the County of San
Bernardino.

By _____
Deputy

PACIFIC RESTORATION GROUP, INC.

By ? _____
(Authorized signature – sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated _____

Address P.O. Box 77038
Corona, CA 92877-0101

OFFICE USE ONLY

Approved as to Legal Form

► _____
County Counsel

Reviewed by Contract Compliance

► _____

Presented to BOS for Signature

► _____
Department Head

Date _____	Date _____	Date _____
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**DEBRIS, EROSION, & SEDIMENT CONTROL
SERVICE SCHEDULE
December 1, 2004 to December 31, 2006**

Vendor Information: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship

Vendor Name: <div style="text-align: center; margin-top: 10px;">Pacific Restoration Group, Inc.</div>	
Owner Name & Telephone No.: <div style="text-align: center; margin-top: 10px;">(Required if sole proprietorship)</div>	
Contact Name John Richards Telephone No.: 951-734-9809 Fax No.: 951-734-9812	24-Hour Information Contact Name: John Richards Telephone No.: 909-821-9258
Federal Tax ID: 33-0581671	Contractor's License Number: 685511 Tree Service License: Expiration Date: 3/31/2006
Mailing Address: <div style="text-align: center; margin-top: 10px;">P.O. Box 77038, Corona, CA 92877-0101</div>	
Remittance Address: Same as above	

**DEBRIS, EROSION, & SEDIMENT CONTROL
SERVICE SCHEDULE
December 1, 2004 to December 31, 2006**

DEBRIS, EROSION, & SEDIMENT CONTROL SERVICE SCHEDULE

December 1, 2004 to December 31, 2006

Type or write "X" in the applicable boxes specifying the services and areas for which Vendor is willing to bid as jobs are scheduled.

		AREAS (Noted communities are generalized locations)				
		Foothills (San Gabriel, San Bernardino Highland, Redlands, Rancho Cucamonga)	High Desert (Apple Valley, Baker, Barstow, Hesperia, Victorville)	Low Desert (Big River, Needles, Trona, 29 Palms, Yucca Valley)	Mountains (Big Bear, Blue Jay, Crestline, Running Springs)	Valley (Chino, Fontana, East Valley – San Bernardino, Yucaipa)
S E R V I C E S	Slope Stabilization	X	X	X	X	X
	Installation of Barriers					
	Repair of Damaged Asphalt work, Bridge work, Concrete work, & Flood Control Facilities					
	Cleaning of Culverts, Drains, Pipes, etc.					
	Debris Removal					
	Tree Removal					
	Stump Grinding					
	Disposal					
	Permits (as needed)					
	Traffic Control (as needed)					
	Underground Service Alert, SC (as needed)					

Explanations:

Authorized Signature

Print Name

Date

**DEBRIS, EROSION, & SEDIMENT CONTROL
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December 1, 2004 to December 31, 2006**

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